



DEPARTMENT OF PLANNING AND ZONING

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October 5, 2021

Robinson Landing Property Owners Association, Inc.
RT Waterfront Associates LLC
c/o Jonathan Rak
McGuireWoods LLP
1750 Tysons Boulevard
Suite 1800
Tysons, VA 22102-4215

DRAFT

Dear Mr. Rak:

I am writing this letter in response to your request to transfer to the City ownership of the pier, including responsibility for all maintenance and operation, now rather than in five years as stated in the conditions for the Robinson Terminal South Development Special Use Permit #2014-0006 (“DSUP”).

I hereby determine that the alternative compliance outlined below will satisfy the requirements the emphasized portion of condition #33 noted below.

Condition 33 of the DSUP states:

Post a separate performance bond for the full cost of any work required for the pier, including any required stabilization, structural repairs and landscape improvements prior to release of the final site plan. The bond estimate shall be submitted for review with the second final site plan submission. If the estimate is a lump sum, a line item breakdown shall be included. Upon completion of the pier construction, the applicant shall submit as-built plans (to include the structural plans / drawings) certified by a licensed professional engineer registered in the Commonwealth of Virginia to the City for review and approval. *After approval of the as-built plans by the City, the applicant shall maintain the pier for five years, including but not limited to structural and operational maintenance. At the end of the five year period, the applicant shall dedicate the pier to the City.* Prior to acceptance by the City, the applicant shall demonstrate that the pier has been stabilized and maintained as required herein. The bond shall be maintained in good standing until final acceptance of the pier and dedication to the City.
(P&Z)(T&ES)(RP&CA)(GS) emphasis added

It is my determination that the emphasized portion of condition 33 would be met by the following:

- **Ownership rights and obligations:** RT Waterfront Associates LLC shall dedicate the pier to the City as soon as possible after City Council approves the acceptance of the dedication. The pier will subject to the current lease on the property but shall otherwise be fully open to the public. The City will commence collecting rental income from the lease on the pier starting March 1, 2026 pursuant to the terms of the lease.
- **Annual Payments:** Annual payments by RT Waterfront Associates LLC to the City of \$150,000 per year (\$37,500 per quarter), adjusted by CPI commencing 12 months after transition of ownership adjusted annually through Year 5. The City turnover commencement date is assumed to be effective March 1, 2021, and the Year 1 annual payment is reduced by \$12,500/month each month prior to execution of transfer.
- **Non-Active side Pier railing:** Installation by RT Waterfront Associates LLC of railing on the non-active water sides of the pier to match the railings at the restaurant located on the pier, at the estimated cost of \$200,000. RT Waterfront Associates LLC will purchase and install railings on the non-active water sides of pier. The City shall apply for required permits and approvals from the BAR.
- **Promenade Railing:** RT Waterfront Associates LLC will place \$200,000 in an escrow account to pay for 50% of the promenade railing material and installation costs up \$400,000. The City is responsible for the design, installation, permitting, and BAR approvals as required for railings on the promenade. Any balance remaining in the escrow after payment for 50% of the cost of the promenade railings and after completion of City-required signage and City-selected third-party inspections, shall be returned to RT Waterfront Associates LLC.
- **Signage and Warranty Bond:** RT Waterfront Associates LLC, will pay the costs of City required signage and third-party inspection, and to provide a Warranty Bond against latent defects. In the event costs for City-required signage exceeds \$5,000, and/or the cost for City-selected third-party inspection exceeds \$25,000, those amounts will be drawn down from escrow.

All other portions of Condition #33 and all other conditions of the DSUP remain unchanged and are required to be complied with.

Pursuant to Condition #7 of the DSUP, Robinson Landing Property Owners Association, Inc. has the right to utilize the pier a minimum five times per calendar year to satisfy the activation obligation under the DSUP. The Association will pay for any City out of pocket expenses and the cost of cleanup from Association sponsored events.

Pursuant to Condition #136 of the DSUP, at year 6 the payment obligation reduces to \$75,000/year per the DSUP (March 1, 2027) with the annual CPI adjustment effective based on the date of the Final Certificate of Occupancy.

It is my understanding that City Council approval is simultaneously being sought related to the transfer of the ownership of the pier.

Sincerely,

Karl W. Moritz

Karl Moritz
Director, Planning and Zoning

Please be advised that this notice of violation, written order, requirement, decision or determination of the Director may be appealed to the Board of Zoning Appeals by any person aggrieved by the decision of the Director or any officer, department, board, commission or agency of the City affected by the decision of the Director within thirty (30) days from the date of the decision. The decision is final and unappealable if not appealed within thirty (30) days. The cost for such appeal is \$385.00 and additional information regarding how to file the appeal may be found in Zoning Ordinance Section 11-1200.